INSURANCE — ACCIDENT INSURANCE — REQUIREMENT OF IMMEDIATE NOTICE OF ACCIDENT IN EMPLOYER'S LIABILITY INSURANCE. — An employers' liability insurance policy required the insured to give immediate notice of an accident. A rule was posted in the office of the insured's stable-foreman requiring drivers to report all accidents immediately. The foreman, learning of an accident caused by one of the drivers, failed to report it. The insured's general manager gave immediate notice to the insurer when he learned of the accident one month later. *Held*, that the insured cannot recover because of failure to give immediate notice. *Woolverton* v. *Fidelity & Casualty Co.*, 190 N. Y. 41.

Failure to satisfy a requirement of immediate notice in an accident insurance contract is a bar to recovery. *Travellers' Ins. Co.* v. *Myers*, 62 Oh. St. 529. Such a requirement, of course, cannot be taken literally. It is satisfied by notice given with due diligence under all the circumstances and without unnecessary delay. *Ward* v. *Maryland Casualty Co.*, 71 N. H. 262. The insurer's duty in the present case is to exonerate the insured, and it is entitled to every facility for effecting an equitable settlement with the injured party. Since an immediate investigation of the facts is essential to an accurate determination of the existence and extent of liability, it is just to interpret the requirement as imposing upon the employer the duty not only of reporting accidents which have come to his personal attention, but of immediately discovering and reporting all accidents. Since this duty, by its nature, must be partially performed by agents, and the principal is responsible for the negligent performance of a delegated duty, the failure of the foreman to use due diligence in reporting the accident may be imputed to the insured, and the requirement of immediate notice is not satisfied. *Northwestern, etc, Co.* v. *Maryland Casualty Co.*, 86 Minn. 467; *contra*, *Mandell* v. *Fidelity & Casualty Co.*, 170 Mass. 173.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — NATIONAL ARBITRATION ACT. — The Act of Congress of June 1, 1898, c. 370, § 10, 30 Stat. at L. 424, provided that any common carrier engaged in interstate commerce or any agent thereof who "shall threaten any employee with loss of employment or shall unjustly discriminate against any employee because of his membership" in a labor organization, "is hereby declared to be guilty of a misdemeanor." *Held*, that the statute is unconstitutional. *Adair* v. *United States*, U. S. Sup. Ct., Jan. 27, 1908.

The decision is primarily based on the ground that the statute, in interfering with freedom of contract, is an unwarranted invasion of the right to personal liberty and property guaranteed by the Fifth Amendment. The court further holds that the Act is not a regulation of commerce within the meaning of the Constitution, and distinguishes it from the Safety Appliance and Employers' Liability Acts. *Cf. Johnson* v. *Railroad*, 196 U. S. 1; *Employers' Liability Cases*, 207 U. S. 463. One dissenting justice declares that the purpose of the Act was to promote the freedom and safety of commerce by prevention of strikes, and was therefore within the power of Congress. The other is of opinion that such a limited interference with freedom of contract, when supported by public policy, is not prohibited by the Fifth Amendment. For a criticism of the Act as a regulation of commerce, see 20 HARV. L. REV. 499.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — RULE OF ULTIMATE DESTINATION. — One A, wishing to go from X, in Arkansas, to Z, in Texas, tried to purchase a ticket from X to Y, in Arkansas, and then to purchase another ticket from Y to Z. *Held*, that his attempt to purchase a ticket to Y is a matter of intrastate commerce to which state rate regulations apply. *Kansas, etc., Ry. Co.* v. *Brooks*, 105 S. W. 93 (Ark.).

It is well settled that a common carrier, although only carrying goods intrastate, is engaged in interstate commerce if such goods are *in transitu* to another state. *The Daniel Ball*, 10 Wall. (U. S.) 557. By the better view the ultimate destination intended by the shipper is the test of its being an intrastate or interstate shipment. *Houston, etc., Co.* v. *Ins. Co.*, 89 Tex. 1; see